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Karen A. Yarbrough
Cook County Recorder of Deeds
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**SECOND AMENDMENT TO MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING**

MADE BY

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE
BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO LASALLE NATIONAL
TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994
AND KNOWN AS TRUST NUMBER 119224,
as "Mortgagor"

to

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as "Mortgagee"

This instrument was prepared by
and after recording return to:

Katten Muchin Rosenman LLP
525 West Monroe Street, Suite 1900
Chicago, Illinois 60661-3693
Attn: Neil G. Shelton, Esq.

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SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of this 30th day of June, 2015, between CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NUMBER 119224 ("**Mortgagor**"), whose address is 10 S LaSalle Street, Suite 3100, Chicago, IL 60603, and GCI CAPITAL MARKETS LLC, whose address is 150 South Wacker Drive, Suite 800, Chicago, Illinois 60606, in its capacity as agent (as successor via assignment from Madison Capital Funding LLC) (in such capacity, "**Mortgagee**") for all of the Lenders (as such term is defined in the Credit Agreement described below).

RECITALS

A. Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of October 31, 2012, and recorded on November 30, 2012 in the office of the Cook County Recorder as Document No. 1233516086, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of January 2, 2014, and recorded on March 17, 2014 in the office of the Cook County Recorder as Document No. 1407619014, and as assigned pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of the date hereof, and to be recorded on the date hereof in the office of the Cook County Recorder (collectively, the "**Mortgage**"), which Mortgage encumbers Mortgagor's fee interest in the land legally described on Exhibit A attached hereto (the "**Land**"), in addition to various other real and personal property pledged to the Mortgagee as more fully described in the Mortgage.

B. The Mortgage was issued by Mortgagor as collateral to secure the Obligations of Captive Resources Midco, LLC, a Delaware limited liability company ("**Borrower**") under that certain Credit Agreement dated as of October 31, 2012 (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Original Credit Agreement**"), by and among the Lenders, Mortgagee, Borrower and the other parties from time to time party thereto.

B. Borrower, Mortgagee, and the Lenders have entered into that certain Third Amendment to Amended and Restated Credit Agreement, dated as of the date hereof (the "**Amendment**"; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the second amended and restated credit agreement attached thereto as Exhibit A (collectively, the "**Credit Agreement**")), pursuant to which the Original Credit Agreement has been amended and restated in accordance with the terms contained therein.

C. Pursuant to the Credit Agreement, certain Lenders will make available to Borrower certain Revolving Loans, Term Loans and Delayed Draw Term Loans (collectively, the "**Loans**") in the aggregate principal amount of up to \$280,000,000.

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D. In connection with the execution and delivery of the Credit Agreement and the Notes, Mortgagor and Mortgagee have agreed to modify the Mortgage upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.**

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. **Amendment of Recitals.**

Effective as of the date hereof, the Mortgage is hereby amended by deleting the existing **Recital A** thereto in its entirety and substituting the following in lieu thereof:

“A. Mortgagee and the Lenders have agreed, subject to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of January 2, 2014, by and among the Lenders, Mortgagee and Captive Resources Midco, LLC, a Delaware limited liability company (“**Borrower**”), as amended by that certain Third Amendment to Amended and Restated Credit Agreement, dated as of June 30, 2015 (the “**Amendment**”; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the second amended and restated credit agreement attached thereto as Exhibit A (collectively, as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”)), by and among the Lenders, Mortgagee, Borrower and the other Loan Parties party thereto, to make credit facilities available to Borrower who is the direct parent entity of CAPTIVE RESOURCES, LLC, a Delaware limited liability company (“**Captive**”), who is the sole beneficiary of Mortgagor, in the aggregate principal amount of \$280,000,000 consisting of (i) a revolving loan in a principal amount not to exceed \$15,000,000 in the aggregate at any time outstanding (the “**Revolving Loan**”), (ii) a term loan (the “**Term Loan**”) in the principal amount of \$240,000,000, and (iii) a delayed draw term loan in the principal amount of \$25,000,000 (the “**Delayed Draw Term Loan**”). The Revolving Loan may be evidenced by certain Revolving Notes, if any, dated as of June 30, 2015, in the aggregate original principal amount of \$15,000,000 executed by Borrower in favor of the Lenders (which notes, together with all notes issued in substitution or exchange therefor and all amendments thereto and restatements thereof, are hereinafter referred to as the “**Revolving Notes**”), certain Term Notes, if any, dated as of June 30, 2015, in the aggregate original principal amount of \$240,000,000 executed by Borrower in favor of the Lenders (which notes, together with all notes issued in substitution or exchange therefor and all amendments thereto and restatements thereof, are hereinafter referred to as the “**Term Notes**”), and certain Delayed Draw Term Loan Notes, if any, dated as of June 30, 2015, in the aggregate original principal amount of \$25,000,000 executed by Borrower in favor of the Lenders (which notes, together with all notes issued in substitution or exchange therefor and all amendments thereto and

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restatements thereof, are hereinafter referred to as the “**Delayed Draw Term Notes**”; the Revolving Notes, the Term Notes and the Delayed Draw Term Notes, together with all notes issued in substitution or exchange therefor and all amendments thereto and restatements thereof, are referred to as the “**Notes**”). The Notes provide for certain payments as set forth therein and in the Credit Agreement with the balances thereof due and payable no later than June 30, 2020. The interest rate applicable to the Term Loan, the Revolving Loan and the Delayed Draw Term Loan is a variable rate of interest based upon the formulas, terms and provisions set forth on Schedule 1 attached hereto. The Term Loan, Revolving Loans and the Delayed Draw Term Loan are evidenced and/or secured by, *inter alia*, the Loan Documents, including but not limited to, the Notes in favor of the Mortgagee and this Mortgage. Capitalized terms used but not defined herein shall have the same meanings herein as such terms have in the Credit Agreement.”

3. No Further Amendment.

This Amendment is given solely to amend and modify the Mortgage as set forth herein. No further amendment or modification of the Mortgage is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Mortgagor also hereby (i) agrees that, from and after the date of this Amendment, each reference in the Mortgage to the terms “Loan”, “Loans,” “Note” and “Notes” shall mean and be a reference to each of such terms as defined in **Recital A** to the Mortgage, as such **Recital A** is amended pursuant to **Section 2** of this Amendment, (ii) expressly ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the grant by Mortgagor of the Mortgage, as amended and modified hereby and (iii) represents and warrants that Mortgagor has not created or suffered or permitted to exist any other Lien upon or in any such property or interests in property subsequent to the execution and delivery of the Mortgage, other than as permitted pursuant to the terms and provisions of the Credit Agreement, the Mortgage, as amended and modified hereby, and/or the other documents delivered in connection with the Loans. Mortgagor has no claims, claims of offset or causes of action in connection with the Obligations against Mortgagee or any of the Lenders, and no defenses to its performance of all Obligations (as such term is defined in the Mortgage).

4. No Release.

The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any Lien created or evidenced thereby and all such Liens and the priority thereof shall relate back to the recordation date for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

5. Governing Law; Severability. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the

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creation, perfection and enforcement of the liens and security interests created by the Mortgage, as amended hereby, and the exercise of remedies mandatorily governed by the laws of the state in which the Land is located. The invalidity, illegality or unenforceability of any provision of the Mortgage, as amended hereby, shall not affect or impair the validity, legality or enforceability of the remainder of the Mortgage, as amended hereby, and to this end, the provisions of the Mortgage, as amended hereby, are declared to be severable.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Mortgagor has executed this Amendment or has caused the same to be executed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY,
AS SUCCESSOR TRUSTEE TO LASALLE
BANK NATIONAL ASSOCIATION,
SUCCESSOR TRUSTEE TO LASALLE
NATIONAL TRUST, N.A., AS TRUSTEE
UNDER TRUST AGREEMENT DATED
DECEMBER 9, 1994 AND KNOWN AS TRUST
NUMBER 119224



By: *Harriet Denisevicz*
Name: Harriet Denisevicz
Title: Trust Officer

TRUSTEE'S EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF Illinois)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harriet Denisevicz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged [~~himself~~/herself] to be the Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NUMBER 119224, and that [~~he~~/she] as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by [~~himself~~/herself] as Trust Officer.

Witness my hand and seal, at office in Chicago Title Land Trust / Company, this the 25th day of June, 2015.



Lidia Marinca
Notary Public

My Commission Expires: _____

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Agreed and Accepted
as of the date first written above:

GCI CAPITAL MARKETS LLC, as Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

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STATE OF IL)
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert G. Tuchscherer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a Managing Director of GCI CAPITAL MARKETS LLC, and that he as such Managing Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as a Managing Director.

Witness my hand and seal, at office in _____, this the 29th day of June, 2015.

Debra R. Burrow
Notary Public

My Commission Expires:
July 5, 2017



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EXHIBIT A

Description of Premises

Common Address:

201 East Commerce Drive
Schaumburg, Illinois 60173

PIN:

07-10-204-005-0000

Legal Description.

LOT 59 IN WOODFIELD BUSINESS CENTER 2 WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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SCHEDULE 1

Interest

The interest rates for the Term Loan, Revolving Loan and the Delayed Draw Term Loan, as stated in Section 2.7 of the Credit Agreement, are as follows (all Section references below):

2.7 Interest.

2.7.1 Interest Rates.

Borrower promises to pay interest on the unpaid principal amount of each Loan for the period commencing on the date of such Loan until such Loan is paid in full as follows: (a) at all times while such Loan is a Base Rate Loan, at a rate per annum equal to the sum of the Base Rate from time to time in effect plus the Applicable Margin from time to time in effect; and (b) at all times while such Loan is a LIBOR Loan, at a rate per annum equal to the sum of the LIBOR Rate applicable to each Interest Period for such Loan plus the Applicable Margin from time to time in effect; provided, that (i) at any time an Event of Default exists, if requested by Agent or Required Lenders, the Applicable Margin corresponding to each Loan shall be increased by two (2) percentage points per annum (and, in the case of Obligations not subject to an Applicable Margin except for Secured Hedging Obligations, such Obligations shall bear interest at the Base Rate plus the Applicable Margin applicable to Revolving Loans plus two percentage points per annum) effective as of the date upon which such Event of Default first occurred or such later date approved by Required Lenders in writing, (ii) any such increase may thereafter be rescinded by Required Lenders, notwithstanding Section 10.1, and (iii) upon the occurrence of an Event of Default under Section 8.1.1 or 8.1.3, any such increase described in the foregoing clause (i) shall occur automatically. In no event shall interest payable by Borrower to Agent and the Lenders hereunder exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, such provision shall be deemed modified to limit such interest to the maximum rate permitted under such law.

2.7.2 Interest Payment Dates.

Accrued interest on each Base Rate Loan shall be payable in arrears on the first day of each calendar month and at maturity. Accrued interest on each LIBOR Loan shall be payable on the last day of each Interest Period relating to such Loan (and, in the case of a LIBOR Loan with an Interest Period in excess of three (3) months, on the last day of each three (3) month interval of such Interest Period), upon a prepayment of such Loan in accordance with Section 2.10 and at maturity in cash. After maturity and, at the request of Required Lenders at any time an Event of Default exists, all accrued interest on all Loans shall be payable in cash on demand at the rates specified in Section 2.7.1.

2.7.3 Setting and Notice of LIBOR Rates.

The applicable LIBOR Rate for each Interest Period shall be determined by Agent, and notice thereof shall be given by Agent promptly to Borrower and each Lender. Each determination of the applicable LIBOR Rate by Agent shall be conclusive and binding upon the parties hereto, in the absence of demonstrable error. Agent shall, upon written request of Borrower or any Lender, deliver to Borrower or such Lender a statement showing the computations used by Agent in determining any applicable LIBOR Rate hereunder.

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2.7.4 Computation of Interest.

Interest shall be computed for the actual number of days elapsed on the basis of a year of (a) 360 days for interest calculated at the LIBOR Rate and (b) 365/366 days for interest calculated at the Base Rate (other than clause (iii) of the definition thereof, which shall be on the basis of a year of 360 days). The applicable interest rate for each Base Rate Loan shall change simultaneously with each change in the Base Rate.

It being agreed by all parties hereto that all accrued interest and fees under the Original Credit Agreement shall be paid on the Restatement Effective Date to Agent for the benefit of Agent and the Prior Lenders and that no loss or expense with respect to such accrued interest and fees shall be payable by Borrower.

For purposes of this Schedule 1:

Applicable Margin means the applicable rate per annum corresponding to the applicable Total Debt to EBITDA Ratio, all as set forth in the following table:

Total Debt to EBITDA Ratio	Revolving Loans, Term Loan and Delayed Draw Term Loans	
	Base Rate	LIBOR Rate
≥ 6.25x	5.00%	6.00%
< 6.25x	4.75%	5.75%

The Applicable Margin shall be adjusted quarterly, to the extent applicable, as of the first day of the month following the date on which financial statements are required to be delivered pursuant to Section 6.1.2 (including with respect to the last Fiscal Quarter of each Fiscal Year) after the end of each related Fiscal Quarter based on the Total Debt to EBITDA Ratio as of the last day of such Fiscal Quarter. Notwithstanding the foregoing, (a) until the first day of the month following the date on which financial statements for the Fiscal Quarter ending December 31, 2015 are required to be delivered pursuant to Section 6.1.2, the Applicable Margin shall be the rates corresponding to the Total Debt to EBITDA Ratio of < 6.25x in the foregoing table, (b) if Borrower fails to deliver the financial statements required by Section 6.1.2 and the related Compliance Certificate required by Section 6.1.3, by the respective date required thereunder after the end of any related Fiscal Quarter, the Applicable Margin shall be the rates corresponding to the Total Debt to EBITDA Ratio of ≥ 6.25x in the foregoing table until such financial statements and Compliance Certificate are delivered, and (c) no reduction to the Applicable Margin shall become effective at any time when an Event of Default has occurred and is continuing.

If, as a result of any restatement of or other adjustment to the financial statements of the Loan Parties or for any other reason, Agent determines that (a) the Total Debt to EBITDA Ratio as calculated by Borrower as of any applicable date was inaccurate and (b) a proper calculation of the Total Debt to EBITDA Ratio would have resulted in different pricing for any period, then (i) if the proper calculation of the Total Debt to EBITDA Ratio would have resulted in higher pricing for such period, Borrower shall automatically and retroactively be obligated to pay to Agent, for the benefit of the applicable Lenders, promptly on demand by Agent, an amount equal

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to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period; and (ii) if the proper calculation of the Total Debt to EBITDA Ratio would have resulted in lower pricing for such period, neither Agent nor any Lender shall have any obligation to repay any interest or fees to Borrower; provided that if, as a result of any restatement or other event a proper calculation of the Total Debt to EBITDA Ratio would have resulted in higher pricing for one or more periods and lower pricing for one or more other periods (due to the shifting of income or expenses from one period to another period or any similar reason), then the amount payable by Borrower pursuant to clause (i) above shall be based upon the excess, if any, of the amount of interest and fees that should have been paid for all applicable periods over the amount of interest and fees paid for all such periods

Base Rate means, for any day, the greatest of (i) the per annum rate of interest which is identified as the "Prime Rate" and normally published in the Money Rates section of The Wall Street Journal (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as Agent may select), (ii) the sum of the Federal Funds Rate plus 0.50%, (iii) the sum of (a) the applicable LIBOR Rate for such day, provided that for the purposes of this clause, the Interest Period referenced in the definition of LIBOR Rate shall be assumed to be one (1) month and the rate for each day in any month shall be the applicable rate as of the first Business Day of such month, and (b) the difference of (1) the then effective Applicable Margin for LIBOR Loans minus (2) the then effective Applicable Margin for Base Rate Loans, and (iv) 2.00% per annum. Any change in the Base Rate due to a change in such Prime Rate or the Federal Funds Rate shall be effective on the effective date of such change in such Prime Rate or the Federal Funds Rate.

Base Rate Loan means any Loan which bears interest at or by reference to the Base Rate.

Business Day means any day on which commercial banks are open for commercial banking business in Chicago, Illinois and New York, New York, and, in the case of a Business Day which relates to a LIBOR Loan, on which dealings are carried on in the London interbank eurodollar market.

Federal Funds Rate means, for any day, a rate per annum (rounded upward to the nearest 1/100th of 1%) equal to the rate published by the Federal Reserve Bank of New York on the preceding Business Day or, if no such rate is so published, the average rate per annum, as determined by Agent, quoted for overnight Federal Funds transactions last arranged prior to such day.

Interest Period means, as to any LIBOR Loan, the period commencing on the date such Loan is borrowed or continued as, or converted into, a LIBOR Loan and ending on the date one, two or three or six months thereafter, as selected by Borrower pursuant to Section 2.2.2 or 2.2.3, as the case may be; provided, that: (a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the following Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the preceding Business Day; (b) any Interest Period that begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period; (c) Borrower may not select any Interest Period for a

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Revolving Loan which would extend beyond the scheduled Termination Date; (d) Borrower may not select any Interest Period for a Term Loan if, after giving effect to such selection, the aggregate principal amount of all Term Loans having Interest Periods ending after any date on which an installment of the Term Loans is scheduled to be repaid would exceed the aggregate principal amount of the Term Loans scheduled to be outstanding after giving effect to such repayment; and (e) Borrower may not select any Interest Period for a Delayed Draw Term Loan if, after giving effect to such selection, the aggregate principal amount of all Delayed Draw Term Loans having Interest Periods ending after any date on which an installment of the Delayed Draw Term Loans is scheduled to be repaid would exceed the aggregate principal amount of the Delayed Draw Term Loans scheduled to be outstanding after giving effect to such repayment.

LIBOR Loan means any Loan which bears interest at a rate determined by reference to the LIBOR Rate.

LIBOR Rate means, with respect to any LIBOR Loan for any Interest Period, the greater of (a) a rate per annum equal to (i) the offered rate for deposits in Dollars for the applicable Interest Period and for the amount of the applicable LIBOR Loan as published in the "Money Rates" section of The Wall Street Journal (or, if not so published, another national publication selected by Agent) two (2) Business Days prior to the first (1st) day of such Interest Period, divided by (ii) the sum of one (1) minus the daily average during such Interest Period of the aggregate maximum reserve requirement (expressed as a decimal) then imposed under Regulation D of the FRB for "Eurocurrency Liabilities" (as defined therein), and (b) 1.00% per annum.

Any capitalized term not otherwise defined in this Schedule 1 shall have the meaning ascribed to such term in the Credit Agreement.